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Attorneys for Plaintiff DIRECTV, INC.

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

**SAN JOSE DIVISION** \*E-FILED - 6/7/05\*

DIRECTV, INC., a California corporation,  
  
 Plaintiff,  
  
 vs.  
  
 ED RODRIGUEZ,  
  
 Defendant.

Case No. CV-04-3616 RMW

Hon. Ronald M. Whyte

**STIPULATION FOR VOLUNTARY  
 DISMISSAL OF DEFENDANT ED  
 RODRIGUEZ AND REQUEST TO RETAIN  
 JURISDICTION; [PROPOSED] ORDER  
 THEREON**

IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  
 ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that  
 the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ.  
 P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and  
 attorney's fees.

The terms of the Confidential Settlement Agreement dated March 16, 2005  
 ("Agreement") entered into between the Defendant and DIRECTV require installment payments  
 from Defendant, the last of which is not due to be received until March 2006. If the Defendant  
 does not make any payment under the Agreement when due, DIRECTV is authorized to seek the  
 entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of  
 Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties  
 therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction

1 over them by this Court and to reference to a Magistrate Judge in this District for the purpose of  
2 enforcing the payment terms of the Agreement, including entering a Judgment against Defendant  
3 pursuant to the Stipulation. The parties therefore respectfully request that the Court retain such  
4 jurisdiction.

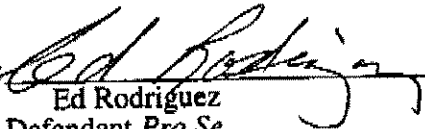
5 DATED: June 3, 2005

Respectfully Submitted,

BUCHALTER, NEMER, FIELDS & YOUNGER  
A Professional Corporation

By:   
Sandeep J. Shah  
Attorneys for Plaintiff DIRECTV, Inc.

11 DATED: June 3, 2005

By:   
Ed Rodriguez  
Defendant *Pro Se*

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**ORDER**

HAVING READ AND CONSIDERED the forgoing Stipulation for Voluntary Dismissal of Defendant ED RODRIGUEZ and Request to Retain Jurisdiction, and such other pleadings, documents and records deemed appropriate by the Court, and good cause appearing therefore, IT IS HEREBY ORDERED:

(1) Defendant ED RODRIGUEZ is hereby dismissed from this action without prejudice;

(2) Each of said parties to bear its/his own costs and attorney's fees; and

(3) The Court shall retain jurisdiction over DIRECTV and Defendant ED RODRIGUEZ to enforce the terms described above of the Settlement Agreement between those parties dated March 16, 2005 and hereby refers any further proceedings in this action to enforce such terms of the Settlement Agreement to a Magistrate Judge of this District.

Dated: 6/7/05

/S/ RONALD M. WHYTE

Honorable Ronald M. Whyte  
Judge of the United States District Court  
Northern District of California